

Communication Site Use Agreement

Radio Site

PARTNER: (Partner)

_____	Name	
_____	Agency	
_____	Address	
_____	Contact Name	
_____	Phone:	Cell Phone
_____	Email:	

AND

FACILITY MANAGER:

_____	Name	
_____	Agency	
_____	Address	
_____	Contact Name	
_____	Phone:	Cell Phone
_____	Email:	

PURPOSE: This agreement defines the roles and responsibilities of the site partners' hereafter referred to as Partner Group; Facility Manger, Site Manager and Master Agreement for use of the property referred to in this agreement as the "COMMUNICATIONS SITE" and provides for the orderly development, use, and maintenance of the site

The (Partner) hereby comes to cooperative agreement with the Facility Manager and Partner Group for the mutual use of the Communication Site.

All parties acknowledge and hereby agree that permission to utilize the Communications Site must be in accordance with the terms of the landowner Permit, Lease, or Special Use Permit, hereafter referred to as "Master Permit", and agree to abide by its terms.



SITE DESCRIPTION:

Communications Site Name is: _____

Site Landowner is: _____

Location:

Latitude _____ and Longitude _____

Township _____, **Range:** _____, **Section:** _____ **1/4 section** _____,

Commonly described as:

(Include common name ,approx. size of site, landmark, mountain name or other commonly used description including ingress and egress by what road, distance from primary town or city)

SITE MANAGER: *(if different from the Facility Manager)*

_____	Agency	
_____	Address	
_____	Contact Name	
_____	Phone:	Cell Phone
_____	Email:	

Section 1 ATTACHMENTS

The Attachments listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement and the Master Agreement will take precedence over the Attachments and any inconsistency between Attachments will be resolved in the order in which they are listed.

Attachment A “Technical Requirements”

Attachment B “Approval Process for new Partners or current site Partners”

Attachment C “Partner List”

Attachment D “Frequency List”

Attachment E “High Level Description of Equipment to be installed”

Section 2 DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:



“Effective Date” means that date upon which the last party to sign this Agreement has executed it.

“Existing Partner” means agencies that participate in the original planning, design, and construction or upgrade to the communications site.

“Facility Manager” means the agency (contact name) responsible for the radio site infrastructure – building, tower, generator, and so forth.

“Master Permit” means the agreement with the landowner that authorizes the communications site to exist and provides access to the site.

“New Partner” means agencies that apply to use the site after the site is commissioned or opened for use.

“Notice” or **“Written notice”** means that any notice required or given pursuant to this agreement shall be deemed effective on the day it is deposited in the United States Mail - Certified Mail -Return Receipt Requested, and Postage Prepaid and addressed to each member of the Partner Group at the address set forth herein.

“Partner Group” means all the partners including the Facility manager acting together as a Users Group.

“Site Manager” means the agency (contact name) responsible for the geographic area where more than one Communications Manager may be located. In some circumstances, the Site Manager and Facility Manager may be the same Agency/Person.

“Specifications” means the functionality and performance requirements described in the Technical Requirements.

“New Installation” includes the application of a new user to install radio equipment on the site, the installation of new equipment by an existing user, or the replacement of existing equipment where such replacement increases the space requirement, changes frequency or power output of existing equipment or requires the relocation of another user’s equipment.

Section 3 TERM

The term of this agreement shall begin on the effective date and continue for an initial term of ten (10) years. This agreement shall automatically renew from year to year thereafter, unless any party gives written notice of revision to the Facility Manager and Partner Group on or before the first (1st) day of September of any year.

Section 4 SPECIAL CONDITIONS

1. (*Partner*) shall install Communications Equipment according to approved drawings and construction details, Technical Specifications as listed in Attachment A, prevailing engineering standards, and requirements of the Federal Communications Commission (FCC) .
2. Housekeeping: Poor housekeeping has environmental, visual and esthetic impact that is detrimental to the overall effective operation of a site, therefore, all debris,



- residue from construction installation, removal and modifications or other changes to the site must be in accordance with approved methods and procedures to ensure for a clean site both visually and electronically. All debris will be removed from the site following each visit, without exception.
3. Access shall be limited to contractors or employees of the Partner agencies for the purposes of installing, removing or maintaining the radio equipment. (Partners') and designated maintenance partners' shall have access to maintain their systems on a 24/7/365 day basis.
 4. Access to the Communications site is a privilege extended by the landowner and is governed by the Master Permit. (Partner) shall not use the access or premises for any purpose other than described in this agreement, and unauthorized use of may result in the immediate termination of this agreement.
 5. All personnel performing work on (Partner's) equipment are subject to approval by Partner Group. (Partner) shall supply the names and addresses of such personnel to the Facility Manager. Should any Partner object to any person the objection will be made in writing and noticed to all Partners.
 6. To more accurately determine when damage has occurred and to improve security of the site a logbook is located in the radio building. All Partners will record date and time of arrival, departure, general activity, and observations pertaining to the site and email any concerns to the facility manager.
 7. Each Partner must provide the following information in the designated location in the facility log book or designated site file:
 - a. Agency name and contact person (name, address and phone number);
 - b. Responsible person for maintenance including complete information for all contractors (name, address and phone number);
 - c. Copy of the current FCC license for all transmitters and microwave.
 8. (Partner) shall reimburse the Site Manager (or Facility Manager) for damage resulting from misuse or shall fully repair all damage, other than ordinary wear and tear, including damage to roads on the Communication Site property that are caused by (Partner). Repairs must be within 90 days or as is reasonable due to exigencies caused by weather.
 9. No new construction, alterations of or additions to the site and the existing structures may be made without prior written permission from the Facility Manager. Permission from the Landowner may also be needed. See Attachment B for approval process.
 10. (Partner) is responsible for the cost of installation or removal of (Partner) equipment from the site. The Facility Manager has the right to view and inspect the installation of (Partner's) equipment for compliance with this agreement.
 11. Any proposed changes to the (Partner) equipment configuration will be communicated, in writing, to Facility Manager in accordance with Attachment B.
 12. The (Partner) agrees to participate in an environmental evaluation with respect to determining compliance with the Federal Communications Commission exposure limits for field strength. All site users will be supplied with a copy of the site study and safety plan if requested in writing is made to the Facility Manager. These requirements are detailed in Part 1 of the FCC's Rules and Regulations



- [47C.F.R. 1.1307(b), 1.1310]. If the evaluation shows that the (*Partner*) equipment it has exceeded the exposure limits, the (*Partner*) agrees to mitigate potentially excessive exposure. If mitigation is not possible then it would be grounds for termination of this agreement.
13. Facility Manager/Partner meetings will be scheduled on as needed basis. Any Partner needing to schedule a meeting will contact the Facility Manager with the request. The Facility Manager will contact the Partner Group with an agenda, proposed date and location for the meeting.
 14. An annual inspection shall be performed by the Facility Manager to ensure conformance to the Master Permit and the standards contained Partner agreement are being met. As required, the Facility Manager will, at a mutually agreed upon time, schedule an inspection by the Partner Group. Partners not in conformance to the standards established in this document will be noticed, as defined in this agreement, of the required correction. Corrections must be made within 3 months.
 15. (*Partner's*) Equipment to be installed on site shall be listed in Appendix F.

Section 6 ANNUAL MAINTENANCE FEES

While no rent will be required for the initial term of this agreement, the Partner Group reserves the right, due to exigent or unforeseen circumstances, to determine the need for an annual maintenance fee and by majority vote, to set the amount of the annual fee. The fee shall only be used to provide for site maintenance, power and/or improvements that benefit all users. Fees shall not be used for the repair of an individual user's equipment except where such a repair is clearly to the benefit of all users. (For example: equipment loaned or donated by a user to provide security for the site and installed with the approval of the Partner Group may be maintained using this fund.)

Maintenance needs, which exceed the available maintenance funds, shall be presented to the Partner Group and, if approved, proportionately divided equally among the users.

Section 7 INDEMNITY

(*Partner*) assumes all risk of and shall indemnify and hold harmless all Partner Group members, Facility Manager and Site Manager for any claims, or legal actions for personal injury to or death of any person, or damage to or destruction of property of anyone, including (*Partner*), resulting directly or indirectly, from (*Partner*) use of the permitted premises, excepting such claims or legal actions which are caused by the sole negligence of any current Partner. Applicable Montana statutory provisions limit liability to Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000) per claim/per person or One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000) per occurrence.



Section 8 PRIOR APPROVAL

Any proposed change shall be approved in writing by the signatory authorities prior to commencing with the proposed change. (*Partner*) is not allowed to transfer this agreement, in whole or part, to another agency or allow other parties to utilize the site without prior written permission from Facility Manager and after approval by current site Partners.

Section 9 MODIFICATION AND TERMINATION

This agreement may be modified only by a written instrument executed by the parties.

The consent of all parties shall be required to terminate this agreement. In the event that one party provides the other party with notice of intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve any differences.

COUNTERPARTS: At least two copies of this agreement shall be signed by the parties and each copy shall be deemed an original.

Both parties have read this agreement in their entirety and fully understand the provisions and agree to abide by them.

For the PARTNER AGENCY

Name: _____ Date _____
Title: _____
Agency: _____
Telephone number: _____
Email address: _____

FACILITY MANAGER

Name: _____ Date _____
Title: _____
Agency: _____
Telephone number: _____
Email address: _____





Attachment A

Technical Requirements:

The purpose is to establish guidelines for the efficient management of the Communications Site. The intent is to set standards that will minimize interference and provide for improved system compatibility for all Partners on communications site.

The Technical Standards (Attachment A) of the most recent date shall govern the management of the site.

The standards can be changed when such a change is deemed necessary; this document is intended as a guide to new Partners as well as existing Partners in case of modification or upgrade to their system.

Part 1 - DEFINITIONS

Degrade means: _____

System degradation means: _____

R56 Grounding means: _____

A copy of the R56 standard may be obtained from _____.

Part 2 - SITE STANDARDS

Buildings must be maintained in accordance with the “master permit”.

Towers and Guy Lines:

1. Tower materials and construction must conform to recognized industry standard (EIA-222C) current revision and be “certified” by an engineer licensed to do business in Montana. Towers must take into account all factors including the loading stress for ice for the location and loading must not exceed the manufactures recommended loading specifications. The cable span between the tower and the building shall be protected by an approved ice bridge. Dissimilar metals will not be placed in contact with each other in such a manner that would create a galvanic junction
2. When coordination with the FAA on tower height application is required any documentation or other remarks received from FAA must be provided to Facility Manager and Partner Group.



Part 3 - TECHNICAL STANDARDS

1. Installation of equipment must adhere to the R56 grounding standards.
2. Each transmitter must be labeled showing:
 - Agency name.
 - Receive and transmit frequency, and any tone control frequency.
 - See Section 4-subsections 6 & 7 of this agreement for logbook requirements
3. A new installation, a new Partner application, installation of new equipment by an existing Partner or the replacement of existing equipment must be “rack” mounted and FCC type accepted. The location of the equipment must be approved by the facility manager before installation.
4. Space in facilities is a critical issue. Partners who were using an existing site that is upgraded will be allowed to install their existing equipment on “rack mount shelves”. Existing equipment must be removed from the manufactures enclosures whenever possible. This situation will be reviewed by the partner group and problems resolved on a case by case basis.
5. Lead acid or other batteries that produce sulfating gases shall not be permitted. Batteries must be sealed gel-cell type.
6. Multiple frequency stations (multiple transmit and receive frequencies) are difficult and often expensive to filter which can lead to interference issues; therefore, the use of this type of base station is discouraged. If a multiple frequency station is required, proposals will be reviewed by the facility manager and partner group on a case by case basis to ensure interference issues are resolved. The new station must meet technical requirements. Costs associated with co-operating with existing site users shall be the responsibility of the new station.
7. All antennas must have their installation location approved prior to installation on the tower and may not be indiscriminately moved once installed.
8. All antennas not in immediate use shall be terminated in their characteristic impedance to prevent re-radiating of energy. No transmission line shall be left un-terminated. All unused antennas and feed lines must be removed from the tower at the time the antenna is taken out of service.
9. All feed line for antennas between the entrance port and antenna mounted on the tower must be minimally LMR 400 or ½ inch Jacketed Heli-ax, terminated with “N” or DIN type connectors and properly installed grounding kits. No RG-8 or 213 transmission line is allowed. Adapters or mixed connections are highly discouraged as they can be a source of generated interference.
10. To secure transmission lines to the tower and feed line, mounting clips are required and must follow EIA/TIA 568 standards. Wrap lock, nylon ties or other metallic, non-insulated ties are not allowed.
11. All antennas will be mounted with new galvanized or stainless steel hardware.



Part 4 - RADIO INTERFERENCE

When radio interference occurs, notch filters, crystal filters, dual ferrite isolators, band pass cavities, traps, redesign, or relocations of equipment to remove interference may be required

All new frequencies added to the site must have an Inter-Modulation study completed to the fifth order and be approved by the current Partners' Group before using the frequency

A. Compliance

Where non-compliance or interference adversely affects other Partners, the remedies described in this herein shall apply:

B. Interface Analysis

Inter-modulation analysis to the 5th order will be performed by the applicant for all new frequencies proposed for use on the site. The method of analysis must be approved by the facility manger/partner group.

C. Interpretation

Where evidence from the interference analysis supports probable interference between two or more systems, methods to isolate the offended system(s) will be required before a permit to operate is issued to a new applicant. This maybe accomplished by:

1. A showing by the applicant that either mathematical formula or by actual isolation measurements that a minimum of -129dbm of isolation will exist between their system and the offended party or parties. In all cases, the actual isolation methods prevails where interference (actual) exists between Partners.
2. -129dbm of isolation equates to a usable -12db of sinad at .35uv of signal level. $.35\text{uv} = -117\text{dbm} + -12\text{bm sinad} = -129\text{dbm}$, any weaker signal is in the noise floor so no loss of system performance exists.
3. New applicants must show by actual performance tests that no occurrence of interference exists with any particular offended party if the offended party requests it. The request must be within the test period allocated to the Applicant Partner by the Partner Group.
4. By mutual agreement between offended parties, various methods may be used to eliminate interference between their systems. These methods may incorporate the use of notch filters, crystal filters, dual ferrite isolators, band pass cavities, traps, redesign, or relocations of equipment as necessary to



remove interference. Any such changes must not impair or degrade other Partners beyond the levels set forth in this document. Changes to system design or hardware must be mutual consent.

5. Any disputes by individual partners will be brought up before the Partner Group if it cannot be settled between the parties involved. The Partner Group will take into consideration what type of problem and who was there first. The Partner Group will recommend what action to be taken to clear up the problem and can, at their sole discretion, recommend eliminating one of the disputing parties from the site.

D. Trial Test Period

1. New applicants will be given notice by the Partner Group of the times allocated to them for testing of their system prior to issuance of a permit to operate. All Partners will be notified of the test period so that they can monitor for interference. If no objection is submitted to the Partner Group by the Partner claiming interference within the allotted test time, then a permit to operate will be issued to the applicant partner. The amount of test time allocated for the test period will depend upon individual conditions that surround the particular interference problem(s) that may exist.
2. The following test will be conducted with the other Partners who are able to participate:
 - * Applicant Partner's transmitter shall be keyed with existing Partner's transmitters at the same time to simulate I.M. conditions. All transmitters shall be tone modulated during the test. Test coordination and communication shall be the responsibility of the applicant.

E. Partners Notification Required

The Partner Group must be notified when:

1. Interference analysis shows that probable interference may occur between systems. All offended Partners will be asked to sign off on the new applicants permit stating that:
 - a. Probable interference is of no consequence to their system and that a permit to operate should be given to the new Partner.
 - b. Sufficient evidence by the applicant shows that probable interference will not occur and a permit to operate should be issued to the new applicant.
 - c. Testing has shown that no harmful interference exists between the suspected system(s); a permit to operate will be issued to the new applicant.



In all cases where probable interference is shown on the inter-mod analysis, no existing Partner may prohibit a new Partner from being issued a permit to operate by not signing off on the inter-modulation report because of a probable “hit” when evidence by testing supports that no occurrence of interference exists between their systems.

2. A partner intends to install new equipment and/or make modification to existing equipment as detailed in Attachment B. The notification and installation requirement is waived when a partner’s radio equipment fails and MUST be immediately replaced; however the replacement equipment must be FCC type accepted for use at the facility and the facility manager must be notified as soon as possible via email. Installers of new equipment have the same responsibility to prevent interference as described in Attachment B.

Attachment B

Approval Process for New Partners or Changes to Equipment Configurations by Current Site Partners

1. New or current Partners must send a written request to the Facility Manager for any installation of equipment or changes including changes of frequencies. This will include all drawings and engineering documents for new construction, equipment installation or changes of existing equipment at the site. Email with attachments will be acceptable for any request. The Facility Manager will be required to disseminate all requests to the current site Partners for their review and Partners have two weeks to review and comment on the request. Concerns will be made in writing to all Partners’ via email. At the end of two weeks the Facility Manager will call for a vote from all current Partners’ on whether to approve or disapprove the request. It will take a majority vote from all current Partners’ for request to be approved or disapproved. The Facility Manager will then inform the site Partners’ and the requesting party “in writing” the results of the request. If necessary a meeting will be scheduled with to resolve any technical problems or requirements.
2. The (Applicant Partner) will perform engineering analysis in accordance with “Attachment A” to ensure that communications equipment the (Applicant Partner) installed, or wants to install, will not interfere with the existing site Partners’ communication infrastructure. If the equipment in any way interferes with, or degrades the performance of, any other site Partner’s equipment, (Applicant Partner) shall immediately remedy the interference or degradation, at its sole expense. If (Applicant Partner) fails to take immediate action to remedy the problem(s) the Facility Manager, at its sole option, shall have the right to disconnect (Applicant Partner) equipment. Facility Manager shall notice all existing Partners’ at least seven (7) calendar days prior to taking this action.



3. All new or current site Partners will be held to the same technical requirements as listed in Attachment A after request is approved. This will include all drawings and engineering documents for the requested new construction/equipment installation or change at the site.
4. Applications for new frequencies to be used at the site should submitted as early as is practical to facilitate proper scheduling, (keeping in mind any special master permit conditions or weather impacts) of the
 - Application evaluation.
 - Installation of the equipment.
 - Thirty (30) day (approximate) test period of new or modified equipment.
 - Thirty (30) days for corrections or adjustment (if needed).



Attachment C

Partner Group list including each Partner's contactors

1. Agency _____
Contact Name _____ Title: _____
Phone: _____ Email: _____
Alternate Name _____ Title: _____
Phone: _____ Email: _____

Contractor:
Business Name: _____
Contact Name: _____
Phone Number _____ email: _____
2. Agency _____
Contact Name _____ Title: _____
Phone: _____ Email: _____
Alternate Name _____ Title: _____
Phone: _____ Email: _____

Contractor:
Business Name: _____
Contact Name: _____
Phone Number _____ email: _____
3. Agency _____
Contact Name _____ Title: _____
Phone: _____ Email: _____
Alternate Name _____ Title: _____
Phone: _____ Email: _____

Contractor:
Business Name: _____
Contact Name: _____
Phone Number _____ email: _____



Attachment D

Frequency List

1. Partner Agency _____
TX Tone RX Tone
2. Partner Agency _____
TX Tone RX Tone
3. Partner Agency _____
TX Tone RX Tone
4. Partner Agency _____
TX Tone RX Tone



Attachment E

Provide a high level description and equipment list to be installed at the Communications Site. This list is general in nature and provides sufficient information for the Facility Manager and Partner Group to evaluate for potential problems.

Initial Questions to keep in mind are:

1. *If microwave is involved, what Frequencies would the Microwave Equipment operate on?*
2. *What are the Transmit/Receive Frequencies to be used?*
3. *What is the proposed transmitter power output of each frequency?*
4. *What is the proposed type of transmitter emission?*
5. *How many antennas are to be used and their individual sizes. NOTE; a complete antenna plan including a drawing showing placement and frequency would help speed the process...*
6. *The FCC license call signs for each new frequency to be used*
7. *How much floor space (equipment rack space) would be required?*
8. *How much additional tower height is required, 10 ft, 20 ft....?*
9. *What antenna height is requested?*
10. *Where do you plan to put the batteries for your equipment?*
11. *What time frame are we looking at for this work?*
12. *The results of the inter-modulation in accordance with "Attachment A"*

